

UNION-TIDEWATER



FINANCIAL COMPANY, INC.

0-066A06A  
No.  
Date MAR 6 1980  
Fee \$ 10.00  
ICC Washington, D. C.

THOMAS B. HOWARD, JR.  
TREASURER

RECORDATION NO. 11123-A Filed 1425

MAR 6 1980 -2 25 PM February 15, 1980

INTERSTATE COMMERCE COMMISSION

RECEIVED  
MAR 6 2 15 PM '80  
I.C.C.  
FEE OPERATION BR

The Honorable Agatha L. Mergenovich  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Madam Secretary:

Enclosed for filing with and recording by the Interstate Commerce Commission are the original, two counterparts and two photocopies of First Amendment to that certain Lease Agreement dated September 28, 1979, between Union-Tidewater Financial Company, Inc. and the Green Bay and Western Railroad Company.

The foregoing Lease Agreement was filed with the Interstate Commerce Commission on November 29, 1979 at 3:10 P.M. and assigned Recordation number 11123.

Also enclosed is our check in the amount of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all copies of the enclosed that are not required by the Interstate Commerce Commission to David Schwartz, Esq. of Sullivan and Worcester, who will be delivering this letter on our behalf.

Sincerely,

TBH:egm

Enclosures: First Amendment  
Check (\$10.00)

*Michael Hoppe*  
*David Schwartz*

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**3/6/80**

**OFFICE OF THE SECRETARY**

**Thomas B Howard, Jr.**  
**Union-Tidewater Financial Company, Inc.**  
**207 E. Redwood Street**  
**P.O.Box 2373**  
**Baltimore Maryland 21203**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **3/6/80** at **2:25pm**, and assigned re-recording number(s). **11123-A**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

## FIRST AMENDMENT TO LEASE

MAR 6 1980 - 2 52 PM

FIRST AMENDMENT TO LEASE, dated as of September 28, 1979 (the Original Lease), between Union-Tidewater Financial Company, Inc., a Maryland corporation (Lessor), and Green Bay and Western Railroad Company, a Wisconsin corporation (Lessee).

Lessor and Lessee are parties to that certain Equipment Lease Agreement, dated as of September 28, 1979 (the Original Lease), relating to the five locomotive hulks described in Exhibit A to Schedule A-1 of the Original Lease, and desire to amend the Original Lease as described herein.

NOW, THEREFORE, in consideration of their mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Paragraph 15 of the Original Lease, entitled "Right of First Refusal," is hereby amended to read as follows:

RIGHT OF FIRST REFUSAL: If no event of default (or other event which after the lapse of time or notice or both would become an event of default) hereunder shall be continuing and this Lease shall not have been earlier terminated, Lessee shall have the right, upon the expiration of the term of this Lease, to purchase all Units for which there are prospective third party purchasers at the price and upon the other terms and conditions established between Lessor and such prospective third party purchaser or purchasers of the Units. Lessor shall promptly notify Lessee of the prospective purchase of any Unit and of the terms and conditions thereof, and Lessee shall have up to fifteen (15) days in which to notify Lessor of Lessee's desire to exercise its right to purchase hereunder. Lessee shall exercise its purchase right, if at all, for all of the Units for which there are prospective third party purchasers. Lessee shall purchase all such Units in accordance with the terms of such prospective purchase, except that Lessee shall purchase such Units on a date which shall not be later than the 30th day after Lessor shall have notified Lessee of the prospective purchase of such Units. On each date of a purchase pursuant to this Lease, Lessee shall pay Lessor the purchase price for all Units subject thereto, and Lessor shall transfer title to such Units to Lessee WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, ON THE PART OF LESSOR, together with such documents evidencing transfer of title as Lessee shall reasonably request.

2. Except as amended hereby, the Original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

UNION-TIDEWATER FINANCIAL COMPANY, INC.

By Thomas Edwards

GREEN BAY AND WESTERN RAILROAD COMPANY

By Joseph R. Salas